

# MORRISON & FOERSTER LLP

ATTORNEYS AT LAW

SAN FRANCISCO  
LOS ANGELES  
PALO ALTO  
WALNUT CREEK  
SACRAMENTO  
ORANGE COUNTY  
SAN DIEGO  
DENVER

2000 PENNSYLVANIA AVENUE, NW  
WASHINGTON, D.C. 20006-1888  
TELEPHONE (202) 887-1500  
TELEFACSIMILE (202) 887-0763

# ORIGINAL

NEW YORK  
BUENOS AIRES  
LONDON  
BRUSSELS  
BEIJING  
HONG KONG  
SINGAPORE  
TOKYO

March 23, 2000

DOCKET FILE COPY ORIGINAL

Writer's Direct Contact  
202-328-8200  
LGurman@mofo.com

## BY HAND

Magalie Roman Salas, Secretary  
Federal Communications Commission  
Office of the Secretary  
Room TW-204B  
445 12th Street, S.W.  
Washington, D.C. 20544

RECEIVED

MAR 23 2000

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Re: Request for Declaratory Ruling-Compliance with Section 20.6 of the  
Commission's Rules  
WT Docket No. 00-3 and DA 00-24

Dear Ms. Salas:

This letter is filed on behalf of VoiceStream Wireless Corporation, f/k/a VoiceStream Wireless Holding Corporation ("VoiceStream Parent"), VoiceStream Washington Corporation f/k/a VoiceStream Wireless Corporation, Aerial Communications, Inc. ("Aerial") and Telephone and Data Systems, Inc. ("TDS") in response to an informal request for additional information by the Commission's staff.<sup>1</sup>

### 1. 1999 Revenues of Certain Companies (dollars in thousands)

- VoiceStream Parent (pro forma the Aerial reorganization).....\$475,529
- Rural Cellular Corporation ("RCC") (pro forma the merger with Triton Cellular Partners, L.P. ("Triton")).....\$303,719

<sup>1</sup> Following consummation of the Omnipoint merger, VoiceStream Wireless Holding Corporation changed its name to VoiceStream Wireless Corporation. The wholly-owned subsidiary of VoiceStream Wireless Holding Corporation that was formerly known as VoiceStream Wireless Corporation has changed its name to VoiceStream Washington Corporation.

# MORRISON & FOERSTER LLP

Magalie Roman Salas, Secretary

March 23, 2000

Page Two

- Wireless Alliance, LLC ("WALLC").....\$9,596

## 2. Ownership of WALLC

WALLC is currently owned 30% by Aerial and 70% by RCC.

## 3. CMRS License and Operational Overlaps Between VoiceStream Parent (pro forma the Aerial reorganization) and RCC (pro forma the merger with Triton)

- CMRS License Overlaps.....See Annex 1

- Operational Overlaps.....See Annex 2

## 4. PCS License Overlaps Between VoiceStream Parent and Aerial

The PCS license overlaps between VoiceStream Parent and Aerial are set forth in Annex 3 hereto. In none of these markets do the two companies presently compete.

## 5. Independence of the TDS - Appointed Director

In response to the staff's inquiry, attached hereto are copies of that certain Parent Stockholder Agreement, dated as of September 17, 1999 (Annex 4), which is referenced in the Petition For Declaratory Ruling (at 4), and a related Voting Agreement, dated as of February 25, 2000 (Annex 5). The Voting Agreement is the successor agreement contemplated in paragraph 2(a)(ii) of the Parent Stockholder Agreement. Upon closing of the Aerial reorganization, the Voting Agreement will supersede the Parent Stockholder Agreement. The term "Qualified TDS Designee" as used in the Voting Agreement is to the same effect as the term "Qualified Designee" in the Parent Stockholder Agreement, which was discussed in the Petition For Declaratory Ruling. The express provisions in the Voting Agreement, which TDS will sign upon consummation of the Aerial reorganization, coupled with the common law fiduciary obligations that the TDS - appointed director will have to act under a duty of loyalty in the interest of VoiceStream Parent and all of its shareholders, will ensure the independence of the TDS-appointed director. TDS also affirmed in the Petition For Declaratory Ruling that it will take appropriate steps within its company to prevent a flow of non-public information to or from such director. Moreover, TDS will take steps to prevent the flow of any other information intended to influence VoiceStream Parent regarding price, terms or conditions, or nature of service offered in the areas where the operations of VoiceStream Parent and TDS' cellular subsidiary overlap. Correspondingly, all directors of VoiceStream Parent are subject to fiduciary duties to keep the deliberations of VoiceStream Parent's Board of Directors confidential except

# MORRISON & FOERSTER LLP

Magalie Roman Salas, Secretary

March 23, 2000

Page Three

as otherwise authorized by the full Board. For all the foregoing reasons and as discussed in greater detail in the Petition for Declaratory Ruling, the relationship between VoiceStream Parent and TDS does not present significant opportunity for anti-competitive influence.

## 6. VoiceStream Parent Relationship with Certain Entities and Operation of the Multiplier

We wish to clarify and update the Petition For Declaratory Ruling (at 5-6) in relation to the analysis of the operation of the multiplier with respect to certain entities. In particular, as stated in the Petition, VoiceStream Parent does not have a joint marketing or joint management agreement with Cook Inlet Region, Inc. ("CIRI"). We wish to clarify, however, that certain wholly-owned subsidiaries of VoiceStream Parent do have marketing and technical services agreements with certain CIRI ventures in which VoiceStream Parent is an indirect 49.9% owner. Because of its 49.9% indirect ownership interest in designated entities with CIRI, in the pending applications, VoiceStream Parent imputed to itself (irrespective of any management or marketing relationships) 100% of the spectrum in any such CIRI market having "significant overlap" with other attributable spectrum holdings of VoiceStream Parent. 47 C.F.R. § 20.6(c)(1). After the reorganization with Aerial, TDS will hold a 15.94% interest in VoiceStream Parent. The parties wish to confirm that through operation of the multiplier, TDS' interest would be below 20% and, therefore, not attributable. 47 C.F.R. § 20.6(d)(8).

Similarly, VoiceStream Parent holds an indirect 38 percent interest in Iowa Wireless Network Services Holding Company ("Iowa"). We wish to clarify that there is a non-exclusive trademark relationship between VoiceStream Parent and Iowa, but VoiceStream does not manage Iowa's facilities. As in the case with CIRI, irrespective of any marketing relationship, VoiceStream Parent attributed to itself 100% of Iowa's spectrum having significant overlap with spectrum otherwise attributable to VoiceStream Parent. Under the multiplier, TDS' interest in VoiceStream Parent following the Aerial reorganization will be 15.94% and not attributable.

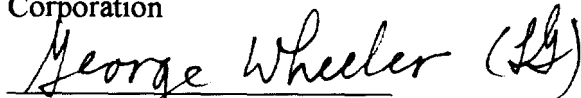
MORRISON & FOERSTER LLP

Magalie Roman Salas, Secretary  
March 23, 2000  
Page Four

Sincerely,



Louis Gurman  
Morrison & Foerster LLP  
2000 Pennsylvania Avenue  
Washington, DC 20006  
Counsel for VoiceStream Wireless  
Corporation and VoiceStream Washington  
Corporation



George Wheeler  
Koteen & Naftalin, LLP  
1150 Connecticut Avenue, NW  
Suite 1000  
Washington, DC 20036  
Counsel for Aerial Communication, Inc.  
and Telephone and Data Systems, Inc.

cc: Lauren Kravetz, Esq. (By Hand) (w/ encl.)  
John Branscome, Esq. (By Hand) (w/ encl.)  
Pieter Van Leeuwen (By Hand) (w/ encl.)  
Ramona Melson, Esq. (By Hand) (w/ encl.)  
Susan O'Connell, Esq. (By Hand) (w/ encl.)  
Kevin V. Di Gregory (By Hand) (w/ encl.)  
Larry R. Parkinson (By Hand) (w/ encl.)

**VoiceStream Proforma Overlap Analysis with Rural/Triton Cellular <sup>1</sup>**  
*(Sorted by MTA then BTA)*

MTA	BTA	VSTR/RCC Overlap	Overlapping BTA Pops	Overlap %
Birmingham	Total Birmingham	173,030	1,200,336	14.42%
Boston-Providence	Total Bangor	234,582	316,838	74.04%
	Total Keene	111,709	111,709	100.00%
	Total Lebanon-Claremont	167,576	167,576	100.00%
	Total Lewiston-Auburn	116,438	221,697	52.52%
	Total Portland-Brunswick	30,357	471,614	6.44%
	Total Presque Isle	86,936	86,936	100.00%
	Total Springfield-Holyoke	70,092	672,970	10.42%
	Total Waterville-Augusta	165,671	165,671	100.00%
Denver	Total Denver	11,990	2,073,952	0.58%
Minneapolis-St. Paul	Total Aberdeen	11,822	88,891	13.30%
	Total Bemidji	57,632	57,632	100.00%
	Total Brainerd	78,465	78,465	100.00%
	Total Duluth	86,421	400,771	21.56%
	Total Fargo	48,416	298,015	16.25%
	Total Fergus Falls	120,167	120,167	100.00%
	Total Grand Forks	53,693	213,932	25.10%
	Total Minneapolis	78,657	2,840,561	2.77%
	Total St. Cloud	52,967	243,888	21.72%
	Total Watertown	65,631	74,555	88.03%
	Total Willmar-Marshall	10,724	123,749	8.67%
New York	Total Albany-Schenectady	59,470	1,028,615	5.78%
	Total Burlington	369,128	369,128	100.00%
	Total Plattsburgh	123,121	123,121	100.00%
	Total Rutland-Bennington	97,987	97,987	100.00%
	Total Watertown	46,540	296,253	15.71%
Omaha	Total McCook	7,425	36,618	20.28%
Portland	Total Bend	89,069	102,745	86.69%
	Total Klamath Falls	64,888	74,566	87.02%
	Total Portland	53,802	1,690,930	3.18%
	Total Salem	162,038	440,062	36.82%
Salt Lake City	Total Boise-Nampa	41,355	416,503	9.93%
Seattle	Total Wenatchee	111,805	166,563	67.12%
Spokane-Billings	Total Lewiston-Moscow	19,853	110,028	18.04%
	Total Spokane	84,933	612,862	13.86%
	Total Walla Walla-Pendleton	142,221	151,563	93.84%
Wichita	Total Hutchinson	24,827	125,094	19.85%
	Total Salina	30,317	143,408	21.14%
	Total Wichita	5,874	597,494	0.98%
<b>Total Overlapping Pops</b>		<b>3,367,629</b>	<b>16,613,465</b>	<b>20.27%</b>

<sup>1</sup> Analysis applies to both scenarios; excluding and including Western Wireless.

## VoiceStream Proforma Overlap Analysis with Rural/Triton Cellular Summary

(Sorted by MTA then BTA)

MTA	BTA	License Holder	License	Operational
Birmingham	Birmingham	Rural Cellular	Cell A	Yes
		Alltel/BellSouth	Cell B	Yes
		Sprint	A	Yes
		Powertel	B	Yes
		Tritel	C	
		ALLTEL	D	Yes
		AT&T	E	
Boston-Providence	Bangor	CIVS	F	
		US Cellular	Cell A	Yes
		Rural Cellular	Cell B	Yes
		AT&T	A	Yes
		Sprint	B	Yes
		VoiceStream	C	
		Personal Comm. Network		
Boston-Providence	Keene	West Enfield Communications	D	
		VoiceStream	E	
		Northcoast	F	
		Rural Cellular	Cell A	Yes
		US Cellular/Bamtouch	Cell B	Yes
		AT&T	A	Yes
		Sprint	B	Yes
Boston-Providence	Lebanon-Clairemont	FCC	C	
		VoiceStream	D	
		VoiceStream	E	
		Devon	F	
		Rural Cellular	Cell A	Yes
		US Cellular/Bamtouch	Cell B	Yes
		AT&T	A	Yes
Boston-Providence	Lewiston-Auburn	Sprint	B	Yes
		CIVS III	C	
		Vtel	D	
		GST Wireless	E	
		Devon	F	
		US Cellular	Cell A	Yes
		Rural Cellular/Maine Cellular	Cell B	Yes
Boston-Providence	Portland-Brunswick	AT&T	A	Yes
		Sprint	B	Yes
		NextWave	C	
		VoiceStream	D	Yes
		Northcoast	E	
		New Hampshire Wireless	F	
		Personal Comm. Network	C	
Boston-Providence	Presque Isle	FCC	D	
		Mid-Maine	E	
		VoiceStream	F	
		US Cellular	Cell A	Yes
		Rural Cellular	Cell B	Yes
		AT&T	A	Yes
		Sprint	B	Yes
Boston-Providence	Presque Isle	FCC	C	
		VoiceStream	D	
		VoiceStream	E	
		CIVS II	F	
		US Cellular	Cell A	Yes
		Rural Cellular	Cell B	Yes
		AT&T	A	Yes

# VoiceStream Proforma Overlap Analysis with Rural/Triton Cellular Summary

(Sorted by MTA then BTA)

MTA	BTA	License Holder	License	Operational
Boston-Providence	Springfield-Holyoke	Bamtouch/Rural Cellular	Cell A	Yes
		SBC	Cell B	Yes
		AT&T	A	Yes
		Sprint	B	Yes
		CIVS III	C	Yes
		VoiceStream	D	Yes
		NextWave	E	
Boston-Providence	Waterville-Augusta	Northcoast	F	
		US Cellular	Cell A	Yes
		Rural Cellular	Cell B	Yes
		AT&T	A	Yes
		Sprint	B	Yes
		Personal Comm. Network	C	
		West Enfield Comm.		
Denver	Denver	VoiceStream	D	
		VoiceStream	E	
		Northcoast	F	
		Rural Cellular/AT&T	Cell A	Yes
		Bamtouch	Cell B	Yes
		Sprint	A	Yes
		VoiceStream	B	Yes
Minneapolis-St. Paul	Aberdeen	NextWave	C	
		AT&T	D	
		US West	E	Yes
		Leap	F	
		Western Wireless	Cell A	Yes
		Rural Cellular/Bamtouch	Cell B	Yes
		Sprint	A	Yes
Minneapolis-St. Paul	Bemidji	Aerial	B	Yes
		CIVS	C	Yes
		VoiceStream	D	Yes
		AT&T	E	
		Montana PCS	F	
		American Cellular/Western Wireless	Cell A	Yes
		Rural Cellular	Cell B	Yes
Minneapolis-St. Paul	Brainerd	Sprint	A	Yes
		Aerial	B	Yes
		W Minnesota PCS	C	
		Wireless Communications		
		VoiceStream	D	Yes
		Century Telephone	E	
		Minnesota PCS	F	
Minneapolis-St. Paul	Duluth	American Cellular	Cell A	Yes
		Rural Cellular	Cell B	Yes
		Sprint	A	Yes
		Aerial	B	Yes
		Duluth PCS, Inc.	C	
		AT&T	D	
		Century Telephone	E	
Minneapolis-St. Paul	Duluth	Minnesota PCS	F	

# VoiceStream Proforma Overlap Analysis with Rural/Triton Cellular Summary

(Sorted by MTA then BTA)

MTA	BTA	License Holder	License	Operational
Minneapolis-St. Paul	Fargo	Western Wireless/American Cellular	Cell A	Yes
		Rural Cellular/Bamtouch	Cell B	Yes
		Sprint	A	Yes
		Aerial	B	Yes
		N Dakota PCS LP	C	
		Leap		
		TW Wireless	D	
		VoiceStream	E	Yes
		NDakota Network	F	
Minneapolis-St. Paul	Fergus Falls	American Cellular	Cell A	Yes
		Rural Cellular	Cell B	Yes
		Sprint	A	Yes
		Aerial	B	Yes
		W Minnesota PCS	C	
		Wireless Comm.		
		AT&T	D	
		TW Wireless	E	
		Minnesota PCS	F	
Minneapolis-St. Paul	Grand Forks	Western Wireless	Cell A	Yes
		Rural Cellular/Bamtouch	Cell B	Yes
		Sprint	A	Yes
		Aerial	B	Yes
		N Dakota PCS LP	C	
		Leap		
		VoiceStream	D	Yes
		FCC	E	
		Redwood Wireless	F	
Minneapolis-St. Paul	Minneapolis	AT&T/Western Wireless/American Cellular	Cell A	Yes
		Rural Cellular/Bamtouch/Cellular 2000	Cell B	Yes
		Sprint	A	Yes
		Aerial	B	Yes
		NextWave	C	
		US West	D	
		AT&T	E	
		Northcoast	F	
Minneapolis-St. Paul	St. Cloud	AT&T/American Cellular	Cell A	Yes
		Rural Cellular/Cellular Mobile Systems of St. Cloud	Cell B	Yes
		Sprint	A	Yes
		Aerial	B	Yes
		TLA Spectrum, LLC	C	
		US West	D	Yes
		AT&T	E	
		Wireless Venture	F	
Minneapolis-St. Paul	Watertown	Western Wireless/American Cellular	Cell A	Yes
		Rural Cellular	Cell B	Yes
		Sprint	A	Yes
		Aerial	B	Yes
		Comet Wireless Inc.	C	
		VoiceStream	D	
		Minnesota PCS	E	
		Minnesota PCS	F	
Minneapolis-St. Paul	Willmar-Marshall	Western Wireless	Cell A	Yes
		Cellular 2000/Rural Cellular	Cell B	Yes
		Sprint	A	Yes
		Aerial	B	Yes
		SW Minnesota PCS	C	
		Midwest Wireless		
		US WEST	D	
		VoiceStream	E	Yes
		Redwood Wireless	F	



**VoiceStream Proforma Overlap Analysis with Rural/Triton Cellular Summary**  
*(Sorted by MTA then BTA)*

MTA	BTA	License Holder	License	Operational
New York	Albany-Schenectady	Rural Cellular/American Cellular/SBC	Cell A	Yes
		Bamtouch	Cell B	Yes
		VoiceStream	A	Yes
		Sprint	B	Yes
		NextWave	C	
		A&T	D	
		VoiceStream	E	Yes
		Vtel Wireless	F	
New York	Burlington	Rural Cellular	Cell A	Yes
		Bamtouch	Cell B	Yes
		VoiceStream	A	Yes
		Sprint	B	Yes
		Personal Comm. Network	C	
		FCC		
		Devon	D	
		AT&T	E	
New York	Plattsburgh	Rural Cellular	Cell A	Yes
		Bamtouch	Cell B	Yes
		VoiceStream	A	Yes
		Sprint	B	Yes
		FCC	C	
		AT&T	D	
		AT&T	E	
		21st Century	F	
New York	Rutland-Bennington	Rural Cellular	Cell A	Yes
		Bamtouch	Cell B	Yes
		VoiceStream	A	Yes
		Sprint	B	Yes
		Personal Comm Network	C	
		FCC		
		Devon	D	
		AT&T	E	
New York	Watertown	Rural Cellular/SBC	Cell A	Yes
		US Cellular/Bamtouch	Cell B	Yes
		VoiceStream	A	Yes
		Sprint	B	Yes
		21st Century Telesis	C	
		FCC		
		AT&T	D	
		AT&T	E	
Omaha	McCook	Sea Breeze Partners	F	
		Rural Cellular/Western Wireless	Cell A	Yes
		ALLTEL	Cell B	Yes
		AT&T	A	
		Sprint	B	Yes
		21st Century Telesis	C	
		PinPoint Wireless		Yes
		PinPoint Wireless	D	Yes
Portland	Bend	VoiceStream	E	
		PinPoint Wireless	F	Yes
		Rural Cellular/AT&T	Cell A	Yes
		US Cellular	Cell B	Yes
		VoiceStream	A	Yes
		Sprint	B	Yes
		ABC Wireless	C	
		Triton PCS	D	
Portland	Bend	US West	E	
		Westel	F	

# VoiceStream Proforma Overlap Analysis with Rural/Triton Cellular Summary

(Sorted by MTA then BTA)

MTA	BTA	License Holder	License	Operational
Portland	Klamath Falls	Rural Cellular	Cell A	Yes
		US Cellular	Cell B	Yes
		VoiceStream	A	Yes
		Sprint	B	Yes
		Polycell	C	
		BMCT, LP	D	
		US West	E	
Portland	Portland	Westel	F	
		Rural Cellular/AT&T	Cell A	Yes
		Bamtouch/US Cellular	Cell B	Yes
		VoiceStream	A	Yes
		Sprint	B	Yes
		NextWave	C	
		AT&T	D	
Portland	Salem-Albany	US West	E	Yes
		Magnacom	F	
		Rural Cellular/AT&T	Cell A	Yes
		Bamtouch	Cell B	Yes
		VoiceStream	A	Yes
		Sprint	B	Yes
		Leap	C	
Salt Lake City	Boise-Nampa	AT&T	D	
		US West	E	Yes
		Point Enterprises	F	
		Rural Cellular/AT&T	Cell A	Yes
		Bamtouch/US Cellular	Cell B	Yes
		VoiceStream	A	Yes
		Sprint	B	Yes
Seattle	Wenatchee	Leap	C	
		AT&T	D	
		US West	E	
		Magnacom	F	
		Rural Cellular	Cell A	Yes
		Bamtouch	Cell B	Yes
		Bamtouch/US West	A	Yes
Spokane-Billings	Lewiston-Moscow	Sprint	B	Yes
		CIVS LP	C	
		ABC Wireless		
		AT&T	D	
		TW Wireless	E	
		Northcoast	F	
		Rural Cellular/Western Wireless/AT&T	Cell A	Yes
Spokane-Billings	Spokane	Bamtouch	Cell B	Yes
		Bamtouch	A	Yes
		Sprint	B	Yes
		Leap	C	Yes
		CIVS LP		
		Leap		
		TW Wireless	D	
Spokane-Billings	Spokane	AT&T	E	
		Magnacom	F	
		AT&T/Rural Cellular	Cell A	Yes
		Bamtouch	Cell B	Yes
		A		
		B		
		C		

# VoiceStream Proforma Overlap Analysis with Rural/Triton Cellular Summary

(Sorted by MTA then BTA)

MTA	BTA	License Holder	License	Operational
Spokane-Billings	Walla Walla-Pendleton	Rural Cellular/AT&T	Cell A	Yes
		US Cellular	Cell B	Yes
		Bamtouch	A	
		Sprint	B	Yes
		CIVS LP	C	Yes
		ABC Wireless		
		VoiceStream	D	Yes
		US West	E	
		Magnacom	F	
Wichita	Hutchinson	Rural Cellular/Western Wireless	Cell A	Yes
		ALLTEL	Cell B	Yes
		AT&T	A	
		Sprint	B	Yes
		Kansas PCS	C	
		VoiceStream	D	Yes
		VoiceStream	E	Yes
		Mercury Mobility	F	
Wichita	Salina	Western Wireless/Rural Cellular	Cell A	Yes
		ALLTEL	Cell B	Yes
		AT&T	A	
		Sprint	B	Yes
		CIVS III	C	Yes
		VoiceStream	D	Yes
		VoiceStream	E	Yes
		Mercury Mobility	F	
Wichita	Wichita	Bamtouch/Rural Cellular	Cell A	Yes
		SBC/ALLTEL	Cell B	Yes
		AT&T	A	
		Sprint	B	Yes
		Leap	C	
		VoiceStream	D	Yes
		Mercury Mobility	E	
		CIVS II	F	Yes

## VoiceStream/Omnipoint Overlap with Aerial

MTA	BTA	POP90	V	O	A
Houston	Victoria	149,963	Yes		Yes
Kansas City	Manhattan-Junction City	122,878	Yes		Yes
	Pittsburg-Parsons	90,934	Yes		Yes
Minneapolis-St. Paul	Aberdeen	88,891	Yes		Yes
	Bemidji	57,632	Yes		Yes
	Bismarck	123,682	Yes		Yes
	Fargo	298,015	Yes		Yes
	Grand Forks	213,932	Yes		Yes
	Huron	53,189	Yes		Yes
	Mitchell	84,095	Yes		Yes
	Sioux Falls	207,716	Yes		Yes
	Watertown	74,555	Yes		Yes
	Willmar-Marshall	123,749	Yes		Yes
	Worthington	96,602	Yes		Yes
Tampa-St. Petersburg	Sarasota-Bradenton	513,348		Yes	Yes
<b>Total Overlapping Pops</b>		<b>2,299,181</b>			

ANNEX 4PARENT STOCKHOLDER AGREEMENT

**PARENT STOCKHOLDER AGREEMENT**, dated as of September 17, 1999 (this "Agreement") by and among Aerial Communications, Inc., a Delaware corporation ("Company"), Telephone and Data Systems, Inc., a Delaware corporation ("TDS"), VoiceStream Wireless Corporation, a Washington corporation ("VoiceStream"), VoiceStream Wireless Holding Corporation, a Delaware corporation ("Holding") (VoiceStream and Holding are collectively referred to as Parent as provided in Section 1(b)) and the individuals and entities set forth on Schedule I hereto (each a "Parent Stockholder" and, collectively, the "Parent Stockholders").

RECITALS

**WHEREAS**, each Parent Stockholder is a stockholder of VoiceStream;

**WHEREAS**, Company, VoiceStream, Holding, VoiceStream Subsidiary III Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Sub"), and Telephone and Data Systems, Inc. ("TDS") are entering into an Agreement and Plan of Reorganization, dated as of September 17, 1999 (the "Reorganization Agreement"), providing for, among other things, the merger of Sub with and into Company and the conversion of shares of Company Common Stock into shares of Parent Common Stock, par value \$0.001 (the "Parent Common Stock");

**WHEREAS**, the Board of Directors of Parent, at a meeting duly called and held, duly adopted resolutions approving, among other things, the Reorganization Agreement and the Reorganization, determining that the Reorganization and the issuance (the "Parent Share Issuance") of shares of Parent Common Stock in accordance with the Reorganization to be fair to, and in the best interests of, Parent's stockholders;

**WHEREAS**, each Parent Stockholder owns beneficially the number of shares of Parent Common Stock set forth opposite such Parent Stockholder's name in Schedule I hereto (the "VoiceStream Scheduled Shares"); and

**WHEREAS**, as a condition to Company's willingness to enter into the Reorganization Agreement and as a condition to TDS's willingness to enter into a stockholder agreement (the "TDS Stockholder Agreement") with respect to the Reorganization Agreement, each of Company and TDS has required that each Parent Stockholder agree, and in order to induce Company to enter into the Reorganization Agreement and to induce TDS to enter into the TDS Stockholder Agreement, each Parent Stockholder has agreed, to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Defined Terms and Certain Matters. (a) Capitalized terms used in this Agreement that are not defined herein shall have such meanings as set forth in the Reorganization Agreement.

(b) VoiceStream, Holding and Omnipoint Corporation, a Delaware corporation ("Omnipoint"), have entered into an Agreement and Plan of Reorganization dated as of June 23, 1999 (the "Omnipoint Agreement") providing for, among other things, the acquisition of Omnipoint. VoiceStream shall be the Parent for purposes of this Agreement until the earlier of the closing of the reorganization contemplated by the Omnipoint Agreement ("Omnipoint Reorganization") or the Merger provided for in the Reorganization Agreement.

"Qualified Designee" shall mean an individual who is not an officer, director, management level employee or Affiliate of TDS, or of any Person in which TDS or any Affiliate of TDS has an "attributable interest" (as defined by applicable FCC rules and regulations) designated by TDS provided that Parent shall have the right to approve the designee, which approval shall not be unreasonably withheld.

"Beneficially Owned" and "Beneficial Ownership" have the meaning set forth in Rule 13d-3 of the rules and regulations promulgated under the Exchange Act; except that no broker or dealer or any affiliate thereof shall be deemed to Beneficially Own shares of Common Stock, the beneficial ownership of which is acquired in the ordinary course of the activities of a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended, including, but not limited to, the acquisition of beneficial ownership of such securities as a result of any market-making or underwriting activities (including any shares acquired for the investment account of a broker or dealer in connection with such underwriting activities), or the exercise of investment or voting discretion authority over any of its customer accounts, or the acquisition in good faith of such securities in connection with the enforcement of payment of a debt previously contracted.

2. Voting Agreement and Director Designees.

(a) Parent Stockholders are parties to a Voting Agreement, dated May 3, 1999 ("VoiceStream Voting Agreement"), pursuant to which each Parent Stockholder agreed on the terms set forth in the VoiceStream Voting Agreement to vote the shares of

Parent Common Stock Beneficially Owned by it at the time of a vote in favor of directors designated by such Parent Stockholders. On June 23, 1999 the Parent Stockholders entered into an Agreement (the "Omnipoint Voting Agreement") with certain stockholders of Omnipoint (the "Omnipoint Stockholders") in which they agreed, among other things, to terminate the VoiceStream Voting Agreement and enter into a new Voting Agreement on terms mutually satisfactory to Omnipoint Stockholders and Parent Stockholders ("Newco Voting Agreement") which will set forth voting arrangements which will apply to Holding after the Omnipoint Reorganization. The Parent Stockholders and TDS hereby agree as follows: (i) if at the Effective Time the Omnipoint Reorganization has not been consummated, the Parent Stockholders and TDS shall enter into a voting agreement ("Newco Voting Agreement II") effective on the Effective Time on terms mutually satisfactory to the Parent Stockholders and TDS, pursuant to which (w) the voting arrangements which existed under the VoiceStream Voting Agreement will apply to Parent, (x) the provisions of Section 2(b) below shall also be effectuated, (y) the provisions of the letter agreement, dated June 23, 1999 ("Hutchison Letter"), with Hutchinson will be effectuated, and (z) upon consummation of the Omnipoint Reorganization, the provisions of Section 7.4 of the Omnipoint Agreement shall be effectuated; (ii) if at the Effective Time the Omnipoint Reorganization has been consummated, the Parent Stockholders and TDS shall enter into, and shall use reasonable efforts to seek to have the Omnipoint Stockholders to enter into, Newco Voting Agreement II, effective on the Effective Time on terms mutually satisfactory to the Parent Stockholders, TDS and the Omnipoint Stockholders effectuating each of clauses (w), (x), (y) and (z) above. If the Omnipoint Stockholders do not enter into Newco Voting Agreement II which shall be effective at the Effective Time, the Parent Stockholders and TDS shall enter into Newco Voting Agreement II effective at the Effective Time, it being understood and agreed that the Parent Stockholders and the Omnipoint Stockholders will still enter into the Newco Voting Agreement.

(b) Pursuant to Newco Voting Agreement II each of the Parent Stockholders and TDS (and the Omnipoint Stockholders if they agree to enter into such agreement) shall agree, on the terms set forth therein, to vote, or cause to be voted, all of the shares of Parent Common Stock Beneficially Owned by it at the time of the vote in person or by proxy (and shall take all other necessary or desirable action within TDS or such Parent Stockholder's control including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), for the election and continuation in office of (i) one (1) Qualified Designee as director of Parent so long as TDS Beneficially Owns at least 4,500,000 shares of Parent Common Stock; provided, however if TDS

owns more than 9,800,000 shares of Parent Common Stock and Sonera Ltd. and its Affiliates own less than 4,500,000 shares of Parent Common Stock, TDS shall be permitted to designate two (2) Qualified Designees as directors of Parent; (ii) the directors designated by the Parent Stockholders pursuant to the VoiceStream Voting Agreement (as restated in Newco Voting Agreement II), the Hutchison Letter and Section 7.4 of the Omnipoint Agreement.

(c) By their execution of this Agreement each Parent Stockholder severally agrees to be bound by the provisions of Sections 6(a) and 6(b) of the Investor Agreement, dated as of September 17, 1999, among Sonera Ltd., VoiceStream and Holding and agree that Sonera Ltd. shall be a third party beneficiary of this sub clause (c).

(d) Parent agrees if necessary, to amend the Bylaws of Parent, to increase the number of authorized directors to a number sufficient to satisfy the obligations in the VoiceStream Voting Agreement, Newco Voting Agreement and Newco Voting Agreement II, as applicable.

3. Covenants of Each Parent Stockholder. Until the earlier of the Effective Time or the termination of this Agreement in accordance with Section 5, each Parent Stockholder covenants and agrees as follows:

(a) Each Parent Stockholder hereby agrees to attend the Parent Stockholders' Meeting, in person or by proxy, and to vote (or cause to be voted) all VoiceStream Scheduled Shares owned by such Parent Stockholder at the time of the Parent Stockholders' Meeting in favor of adoption and approval of the Reorganization Agreement, the Merger and the Parent Share Issuance and any other matters necessary to consummate the transactions contemplated in the Reorganization Agreement; such agreement to vote shall apply also to any adjournment or adjournments of the Parent Stockholders' Meeting.

(b) Each of John W. Stanton, Theresa E. Gillespie, PN Cellular, Inc., Stanton Family Trust, Stanton Communications Corporation, Hutchison Telecommunications Holdings (USA) Limited and Hutchison Telecommunications PCS (USA) Limited (collectively the "Designated Parent Stockholders") hereby agrees not to sell, transfer, pledge, encumber or otherwise dispose of (collectively, "Transfer") any of its VoiceStream Scheduled Shares, unless, as a condition to any such Transfer, each transferee (or, in the case of a pledge or similar transfer, each pledge or similar conditional transferee) of any such shares, prior to such Transfer (or, in the case of a pledge or similar transfer, prior to taking title to or exercising any rights with respect to the applicable VoiceStream Scheduled Shares), agrees in writing to be bound by the provisions of Sections 3 and 5 through 16 of this



Agreement applicable to the Parent Stockholders (and such transferee shall thereby become a Parent Stockholder for all purposes of Sections 3 and 5 through 16 of this Agreement). Any Transfer by a Designated Parent Stockholders of such shares and securities without compliance with this Section 3(b) of this Agreement shall be null and void and such transferee shall have no rights as a stockholder of VoiceStream.

(c) To the extent inconsistent with the foregoing provisions of this Section 3, each Parent Stockholder hereby revokes any and all previous proxies with respect to such Parent Stockholder's VoiceStream Scheduled Shares.

4. Representations and Warranties of Parent Stockholder. Each Parent Stockholder, severally, as to such Parent Stockholder, represents and warrants (which representations shall continue for the term of this Agreement) to each of Company and TDS as follows:

(a) Such Parent Stockholder has the legal capacity, power and authority to enter into and perform all of such Parent Stockholder's obligations under this Agreement. To the extent such Parent Stockholder is a legal entity, the execution, delivery and performance of this Agreement by such Parent Stockholder has been duly authorized by all requisite corporate or other entity action and does not violate such Parent Stockholder's organizational documents. The execution, delivery and performance of this Agreement by such Parent Stockholder does not violate any other instrument or agreement or any law, regulation or order applicable to such Parent Stockholder or its assets, including, without limitation, any voting agreement, stockholders agreement or voting trust. This Agreement has been duly and validly executed and delivered by such Parent Stockholder and constitutes a valid and binding agreement of such Parent Stockholder, enforceable against such Parent Stockholder in accordance with its terms.

(b) (i) Such Parent Stockholder is the beneficial owner of, and has good and marketable title to, the VoiceStream Scheduled Shares set forth opposite its name on Schedule I, and (ii) such Parent Stockholder has the sole right to vote, the sole power of disposition with respect to, and the sole power to demand appraisal rights with respect to, the VoiceStream Scheduled Shares set forth opposite its name on Schedule I, and none of such shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting of such shares which in any way limits, restricts or conflicts with this Agreement.

5. Termination. This Agreement shall terminate upon the earlier of (i) termination of the Reorganization Agreement as

provided for in Section 8.1 of the Reorganization Agreement or (ii) the later of (A) the Effective Time or (B) full execution of Newco Voting Agreement II as provided for in Section 2(a).

6. Further Assurances. Each Parent Stockholder, Company and TDS will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, proxies, documents and other instruments as the other may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

7. Successors, Assigns and Transferees Bound. This Agreement shall be binding upon the successors, assigns and, to the extent set forth in Section 3(b) hereof with respect to Designated Parent Stockholders, transferees of the parties hereto, and the parties hereto shall take any and all actions necessary to obtain the written confirmation from any such successor, assignee and, to the extent set forth in Section 3(b) hereof with respect to Designated Parent Stockholders, transferee that it is bound by the terms hereof.

8. Remedies. Each party hereto acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the other party irreparable harm. Accordingly, each party agrees that in the event of any breach or threatened breach of this Agreement, the other party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

9. Submission to Jurisdiction. Each party hereto hereby irrevocably submits in any suit, action or proceeding arising out of or related to this Agreement or any of the transactions contemplated hereby or thereby to the exclusive jurisdiction of the United States District Court for the District of Delaware and the courts of the State of Delaware and waives any and all objections to jurisdiction that it may have under the laws of the State of Delaware or the United States and any claim or objection that any such court is an inconvenient forum.

10. Severability. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

11. Amendment. This Agreement may be amended only by means of a written instrument executed and delivered by each of the Parent Stockholders, Company and TDS.

12. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

13. Counterparts. For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, sent by overnight courier (providing proof of delivery) or telecopied (with a confirmatory copy sent by overnight courier) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Company, to

Aerial Communications, Inc.  
8410 West Bryn Mawr, Suite 1100  
Chicago, Illinois 60631  
Attn: President  
Telecopy No.: 773-399-4147

with a copy to:

Aerial Company Communications, Inc.  
c/o Telephone and Data Systems, Inc.  
30 North LaSalle, Suite 4000  
Chicago, Illinois 60602  
Attn: Chairman  
Telecopy No.: 312-853-9299

with a copy to:

Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603  
Attn: Michael G. Hron, Esq.  
Telecopy No.: 312-853-7036

(b) if to TDS, to

Telephone and Data Systems, Inc.  
30 North LaSalle, Suite 4000

Chicago, Illinois 60602  
Attn: Chairman  
Telecopy No.: 312-853-9299

with a copy to:

Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603  
Attention: Michael G. Hron, Esq.  
Telecopy No.: 312-853-7036

- (c) if to VoiceStream, to  
VoiceStream Wireless Corporation  
3650 131st Avenue S.E.  
Suite 400  
Bellevue, WA 98006  
Attention: General Counsel  
Telecopy No.: 425-586-8080

with a copy to:

Friedman Kaplan & Seiler  
875 Third Avenue  
New York, NY 10022  
Attn: Barry A. Adelman, Esq.  
Telecopy No.: 212-355-6401

and

Preston Gates & Ellis LLP  
5000 Columbia Center  
701 Fifth Avenue  
Seattle, WA 98104  
Attn: Richard B. Dodd, Esq.  
Telecopy No.: 206-623-7022

- (d) if to Holding, to  
VoiceStream Wireless Holding Corporation  
3650 131st Avenue S.E.  
Suite 400  
Bellevue, WA 98006  
Attention: General Counsel  
Telecopy No.: 425-586-8080

with a copy to:

Friedman Kaplan & Seiler  
875 Third Avenue  
New York, NY 10022  
Attn: Barry A. Adelman, Esq.  
Telecopy No.: 212-335-6401

and

Preston Gates & Ellis LLP  
5000 Columbia Center  
701 Fifth Avenue  
Seattle, WA 98104  
Attn: Richard B. Dodd, Esq.  
Telecopy No.: 206-623-7022

(e) if to a Parent Stockholder, to it at the corresponding address set forth on Schedule I hereto.

15. Limitation on Liability. No party hereto shall have any liability hereunder for any acts or omissions of any other party hereto.

16. Expenses. Each party hereto shall bear its own expenses incurred in connection with this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date noted above.

**AERIAL COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TELEPHONE AND DATA SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARENT STOCKHOLDERS:**

**HELLMAN & FRIEDMAN CAPITAL PARTNERS II,  
L.P., A CALIFORNIA LIMITED PARTNERSHIP**

By: Hellman & Friedman Investors, L.P.,  
its general partner

By: Hellman & Friedman Investors,  
Inc., its general partner

By: *[Signature]*  
Name: Mitchell Cohen  
Title: Vice President

**H&F ORCHARD PARTNERS, L.P., A CALIFORNIA  
LIMITED PARTNERSHIP**

By: H&F Orchard Investors, L.P., its  
general partner

By: H&F Orchard Investors, Inc.,  
its general partner

By: *[Signature]*  
Name: Mitchell Cohen  
Title: Vice President

H&F INTERNATIONAL PARTNERS, L.P., A  
CALIFORNIA LIMITED PARTNERSHIP

By: H&F International Investors, L.P.,  
its general partner

By: H&F International Investors,  
Inc., its general partner

By: *[Signature]*  
Name: Michael Cohen  
Title: Vice President

John W. Stanton

Theresa E. Gillespie

PN CELLULAR, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STANTON FAMILY TRUST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Trustee

STANTON COMMUNICATIONS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FROM FRIEDMAN KAPLAN & SEILER LLP

(TUE) 9.28.99 19:39/ST.19:37/NO.4860644245 P.13  
WORKSHEET Printed ON 09/17/99 on Sep 17 09:16AM 1999 \* Pg 2/2  
+13128537035 T-717 P 02/02 F-025

Sep-18-99 05:41pm FROM-SIDLEY & AUSTIN

H&F INTERNATIONAL PARTNERS, L.P., A  
CALIFORNIA LIMITED PARTNERSHIP


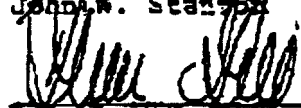
By: H&F International Investors, L.P.,  
its general partner

By: H&F International Investors,  
Inc., its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
John W. Stanton  
  
Theresa E. Gillespie

PN CELLULAR, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STANTON FAMILY TRUST

By: \_\_\_\_\_

Name: Theresa Gillespie

Title: Trustee

STANTON COMMUNICATIONS CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



GS CAPITAL PARTNERS, L.P.

By: GS Advisors L.P., General Partner

By: GS Advisors, Inc. General Partner

By: [Signature]  
Name:  
Title: EVE M. GERRIETS, V.P.

THE GOLDMAN SACHS GROUP, INC.

By: [Signature]  
Name: Joseph H. Gledhill  
Title: Vice President

BRIDGE STREET FUND 1992, L.P.

By: Stone Street Performance Corp.,  
Managing General Partner

By: [Signature]  
Name:  
Title: EVE M. GERRIETS, V.P.

STONE STREET FUND 1992, L.P.

By: Stone Street Performance Corp.,  
General Partner

By: [Signature]  
Name:  
Title: EVE M. GERRIETS, V.P.